

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**ENTERED**

March 31, 2016

David J. Bradley, Clerk

CATHIE EVANS, AS NEXT FRIEND OF
XXXXXXXXXX XXXXXX, Minor Child*Plaintiff,*

vs.

KAWASAKI MOTORS CORP., U.S.A.
AND BAYOU CITY MOTORSPORTS,
INC. D/B/A KAWASAKI OF PASADENA*Defendants.*§
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CIVIL ACTION NO. 4:15-cv-659

ORDER APPROVING MINOR'S SETTLEMENT AND FINAL JUDGMENT

On this date, came on to be heard Plaintiff, Cathy Evans, As Next Friend of Christian Habhab, a Minor, and Defendant, Kawasaki Motors Corps, U.S.A. and announced that they reached a compromise settlement agreement. Under the terms of the settlement, the Plaintiff shall receive the funds set forth in the Confidential Settlement Agreement and Release. Those sums fully settle all claims, demands and causes of action that have been or could have been brought in this case against the Defendant, Kawasaki Motors Corp., U.S.A. The parties further announced that the confidential compromise settlement agreement was made on doubtful and disputed claims as this Defendant has denied any liability to the Plaintiff. The Court, having heard evidence concerning the reasonableness of the settlement, being informed by the guardian ad litem that said agreement is fair and equitable to Christian Habhab, a minor and having reviewed the pleadings and heard evidence from the parties, is of the opinion that said agreement is fair and equitable to Christian Habhab, a minor and, therefore, finds the Joint Motion to Dismiss should be GRANTED.


The Court finds that the distribution of the settlement funds is in the best interest of Christian Habhab, a minor and is just, fair and reasonable. The terms of the Confidential Settlement Agreement

and Release were approved by the Court and found to be in the best interest of Christian Habhab, a minor. The parties have agreed that the dollar amounts described in the settlement agreement will not be part of the public record. The Court finds that it would be in the best interest of Christian Habhab, a minor, to receive periodic payments through a structured settlement annuity contract in an amount disclosed to and approved by the Court and not to be part of the public record. The Court hereby approves of the distribution on behalf of Christian Habhab, a minor.

THE COURT FURTHER FINDS that the obligation to make the periodic payments described in the Confidential Settlement Agreement and Release may be assigned to Mutual of Omaha Structured Settlement Company and funded by an annuity contract issued by United of Omaha Life Insurance Company. IT IS FURTHER ORDERED that the rights to receive periodic payments granted to the minor plaintiff in this Agreed Order of Dismissal may not be sold, transferred, hypothecated, pledged, or otherwise alienated in any manner, directly or indirectly, without the prior approval of the then-sitting Judge of this Court, as evidenced by an order approving such transaction entered after compliance with all requirements of the Structure Settlement Protection Act, §§ 141.001 Texas Civil Practice and Remedies Code, as it now exist or may hereafter be amended, or any successor to such statute. Any purported or attempted sale, transfer, hypothecation, pledge, or other alienation of such payment rights that has not been so approved will be direct violation of this order.

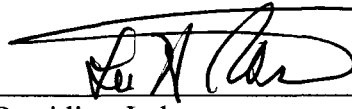
It is ORDERED that all claims, demands and/or causes of action of the plaintiff, against Kawasaki Motors Corp., U.S.A. are hereby dismissed with prejudice to the re-filing of same in their entirety and the Settlement Agreement and Release is approved.

It is further ORDERED that each party shall pay their own costs of court.

It is further ORDERED that the fees of Ron Bankston, appointed by the Court as Guardian Ad Litem to represent the interests of minor plaintiff, Christian Habhab, in the amount of \$ 3,500^{00/100} shall be taxed against the Defendant, Kawasaki Motors Corp., U.S.A. 


It is further ORDERED that the Guardian Ad Litem is hereby discharged from any further duty in this matter.

Signed and entered this 29th day of March, 2016.



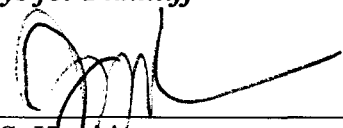
Presiding Judge

APPROVED AND AGREED:



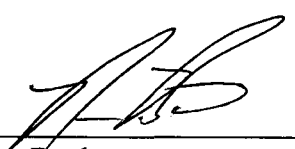
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